PREPARED BY: GAIL MCINVALE THIRD UNION FINANCE, INC. P.O. BOX 400 OLIVE BRANCH, MS. 38654 662-893-2760

MISSISSIPPI **DEED OF TRUST**

			ACCOUNT	#: 11031-2826
		. •	BRANC	>H:
THIS DEED OF TR	UST made this $\frac{12th}{h}$ day of	APRIL		XX9X2000_by and
between LAMAR	FORSYTH AND WIFE, DEBBI	E O. FORSYTH		
whose addrese is-	6838 HOLLY SPRINGS RD. (Street No. or RFD No. and Box)	HERNANDO (City)	DESOTO (County)	MS · (State)
Grantors, and	THOMAS CONNER		, Trustee, an	d THIRD UNION FINANCE
whose address is _	8957 COCKRUM	OLIVE BRANCH	DESOTO	MISSISSIPPI
W11036 2001655 IS _	(Street No.)	(City)	(County)	(State)
Beneficiary. THIR	D UNION FINANCE, INC.			
thereafter until paid Grantors desire to a exensions or renewa becoming due and o or any extention or NOW, THEREFORE	with interest and precomping on the date stated in the Note at in full, the final payment being dusecure by this Deed of Trust the pals thereof, and any other indebted wing to the Beneficiary by the Grantenewal thereof, or any part thereof, Grantors hereby convey and was SOTO	nd continuing with like the on APRIL 18 the on	payments on the same day, 2010 above indebtedness accessive advances hereunder, on the findebtedness hereign of the indebtedness hereign of described real procession of the county, State of Missession of the STATE MS	ording to its terms and any rotherwise now or hereafter rein described and secured, lefault.
			APR 14	10 35 AM '00 1c :

Together with all improvements and appurtenances now or hereafter erected thereon, and all fixtures of any and every description now or hereafter attached to said real property. Grantors covenant that Grantors are lawfully selsed of the estate hereby conveyed and have the right to grant and convey the real property, and that Grantors will warrant and defend generally the title to the real property

against all claims and demands.

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of the above indebtedness and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If Grantors shall pay said indebtedness promptly when due and perform all covenants made hereunder by Grantors, then this conveyance shall be void and of no effect. However, if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the Grantors to the Beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the Grantors fall to pay any other indebtedness which constitutes a lien upon the aforesald real estate, or if default is made in any other covenant herein contained the Beneficiary herein, its legal representatives, successors, heirs or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable and the Trustee herein named or any substituted Trustee shall, at the request of the Boneficiary herein, its legal representative, successor, heirs or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours at the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three consecutive weeks notice of the time, place and terms of said sale by advertisement in some newspaper published in the county where said property is located, or, if none, in some newspaper having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay; first, all costs and expenses of making said sale, including a reasonable Trustee's fee and reasonable. attorney's fee; and next, the entire amount of the indebtedness at that time owing to the Beneficiary herein by the Grantors, with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the Grantors, their legal representative, heirs (successors) or assigns.

The Grantors desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantors agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will promptly pay in accordance with its terms any indebtedness secured by a lien on said real property superior to the lien of this deed of trust; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses

incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or becomes a party.

BK 1201 PG 0510

The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantors direct any insurer to pay Beneficiary directly and appoint Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law. If Grantors fail to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property; the Beneficiary or any future holder of the indebtedness hereby secured at its option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs, and cure, without obligation, a default under any prior lien or deed of trust and all expenditures for such purposes shall become an indebtedness of the Grantors, due upon demand, and the payment of the same shall be secured by this instrument. The curing of any default by the Beneficiary or any future holder of the indebtedness hereby secured shall not prevent or excuse any default on the part

any future holder. Grantors have the right to pay more than the payment schedule in said note requires or to pay said note in full at any time. In the event of a prepayment of said note, provided the holder thereof refunds any unearned finance charge on prepayments as required by Section 75-67-127(c) of the Mississippi Code Annotated of 1972 (as amended), unless the prepayment is the result of a renewal or refinance of said note, the holder of said note may charge a prepayment penalty not exceeding for each of the first five years following the date of said note, the following percentage of the balance of said note (after crediting the unearned finance charge): (1) 5% of the unpaid principal balance if prepaid during the first year; (2) 4% of the unpaid principal balance if prepaid during the second year; (3) 3% of the unpaid principal balance if prepaid during the third year; (4) 2% of the unpaid principal balance if prepaid during the fourth year; (5) 1% of the unpaid principal balance if prepaid during the fifth year, and (6) no penalty if prepaid more than five years from the date

of the Grantors or operate as a walver of any right to cure a default hereunder. Any rights provided herein to the Beneficiary accrue to

of the note creating the debt.

The following are authorized to select and substitute another Trustee in the place of the above-named Trustee, or any successor, at any time any of them may so desire, namely: (1) the Beneficiary herein, (2) if there be more than one Beneficiary, then any one of them, or (3) any future holder on the indebtedness secured hereby, or any part thereof. It shall not be necessary to obtain the consent or resignation of the original Trustee, or any successor, before appointing another Trustee in his place, and any such appointee, who may be an agent, employee, or officer of the Beneficiary, shall have full and sole power as Trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

Grantors agree that no other party, lender or Beneficiary under this deed of trust or the notes herein described has any responsibility to review the provisions, if any, in any prior mortgage or deed of trust encumbering said property which declare the entire balance of the indebtedness secured by such prior mortgage or deed of trust to be immediately due and payable in the event Grantors further

encumber said property with regard to any of Grantors liabilities under any such prior mortgage or deed of trust.

In construing this deed of trust the gender and number of words may be changed to meet the context.

IF ALL OR A PART OF SAID PROPERTY OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY THE BRANTORS WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE INDESTEDNESS SECURED HEREBY THE OWNER OF THE INDESTED HEREBY THE OWNER OWNER OF THE INDESTED HEREBY THE OWNER OW THE INDEBTEDNESS MAY, AT ITS SOLE OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE.

IN WITNESS WHEREOF Grantors have executed this deed of trust this 12 day of APRIL XXX2000

Type Name Here: DEBBIE Q.

Important Signature must be the sar typed on the face of this below the signature lines.

ACKNOWLEDGEMENT

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. Clerk	ssion Iru st			
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County, do hereby certify that the within named	S SEPT NOTAR			
Trust Deed was filed for record in my office on the	. 16, 2 IY SÉRI	ority i		
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Ay commission expires: FTER FILING, RETURN THIS DOCUMENT TO: EFFINANCE COMPANY		within name	411	
treet Address or Post Office Box		of ned		

PARCEL I. Beginning at a point in the east line of the northeast quarter of Section 30, township 3 South, Range 6 West, said point being a point in the north right of way of Holly Springs Road (60 feet r.o.w.) and being in the west line of the Jeanette Currie 1.5 acre tract; feet along the west line of said Jeanette Currie 1.5 feet along the west line of said Jeanette Currie 1.5 minutes 30 seconds west 399.79 feet to a point; thence north 68 degrees 32 minutes 30 seconds west 399.79 feet to a point; thence in the north right of way of Holly Springs road; thence in the north right of way of Holly Springs road; thence along said right of way to the point of beginning and containing 2.24 acres. All bearings are relative as per survey of Metts Surveying, P.E., dated March 7, 1991.

PARCEL II. Beginning at a point in the east line of the north east quarter of Section 30, Township 3 South, Range 6 West, said point being a point in the north right of way of Holly Springs Road (60 feet r.o.w.) and being in the west line of the Jeanette Currie 1.5 acre tract; thence north 3 degrees 48 minutes 29 seconds west 148.64 feet along the west line of said Jeanette Currie 1.5 acre tract to a point; north 68 degrees 32 minutes 30 seconds west 399.79 feet to the point of beginning of the following parcel; thence south 07 minutes east 223.49 feet to a point; thence south 58 degrees 19 minutes 50 seconds west 17.69 feet point; thence north 4 degrees 33 minutes 57 seconds west 291.11 feet to the point of beginning and containing All bearings are relative. As per survey of Metts Surveying, P.E., dated March 7, 1991.

This property is located in NE% of the NE% of Section 30, Township 3, Range 6.